

**FIRST AMENDMENT TO ROADWAY LANDSCAPE AND MOWING MAINTENANCE AGREEMENT
(AB-3035-01/GG)**

THIS FIRST AMENDMENT is made and entered into this 19 day of Dec., 2002 and is to that certain Agreement made and entered into on the 24th day of January, 2002 between **AMERISCAPES LANDSCAPE**, whose address is Post Office Box 568762, Orlando, Florida 32856, hereinafter referred to as "CONTRACTOR," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, the CONTRACTOR and COUNTY entered into the above-referenced Agreement on January 24, 2002 for roadway landscape and mowing maintenance; and

WHEREAS, the parties desire to amend the Agreement so as to enable both parties to continue to enjoy the mutual benefits it provides; and

WHEREAS, Section 22 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Agreement as follows:

1. Section 5 of the Agreement is amended to read:

SECTION 5. COMPENSATION. The COUNTY agrees to compensate the CONTRACTOR for the services called for under this Agreement on either a "Fixed Fee" basis (Purchase Order) or on a "Time Basis Method" (Blanket Purchase Order). CONTRACTOR shall be compensated in accordance with the Rate Schedule attached as Exhibit "C". The total amount of compensation paid to all CONTRACTORS under AB-3035-01/GG shall not exceed the sum of ONE MILLION SIXTY-SIX HUNDRED THOUSAND FIVE HUNDRED FORTY-THREE AND

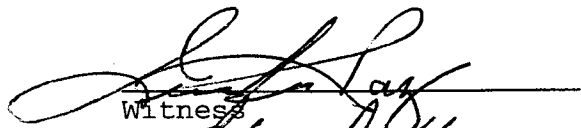

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY Eva Roach
DEPUTY CLERK

86/100 DOLLARS (\$1,660,543.86).

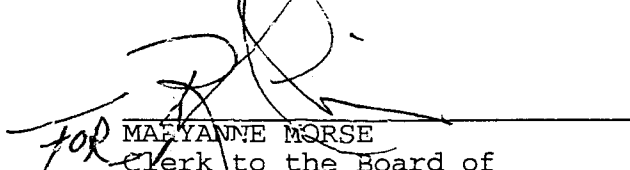
2. Exhibit "A" of the Agreement is amended by the addition of services as listed on Exhibit "A".

3. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

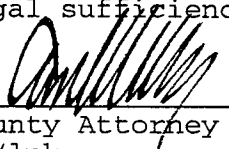
IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.


Witness

Witness
(CORPORATE SEAL)

ATTEST:



for MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.



County Attorney
AC/lpk
11/14/02
1am-ab-3035

Attachment:
Exhibit "A" - Scope of Services

AMERISCAPES LANDSCAPE

By: 
BILLY BUTTERFIELD, President
Date: December 16, 2002

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: 
Chairman

Date: 12-19-02

As authorized for execution
by the Board of County Commissioners
at their 26 Nov., 2002
regular meeting.

See

Sevinville County MD 3035-01-GG

Location	New Acres	Old Acres	Increase in Acres	Mow	Edge	Weed/ea	Litter	Blow	Fertilize
Sanford Avenue	5.37	4.43	1.94	\$ 95.93	\$ 19.15	\$ 4.79	\$ 4.29	\$ 7.72	\$ 67.42
Airport Blvd east section	5.16	0	5.16	\$ 255.16	\$ 50.93	\$ 12.75	\$ 11.40	\$ 20.54	\$ 179.31
Airport Blvd west section	3.59	2.02	1.57	\$ 77.64	\$ 15.50	\$ 3.88	\$ 3.47	\$ 6.25	\$ 54.56
46A	12.32	0	12.32	\$ 609.22	\$ 121.60	\$ 30.43	\$ 27.23	\$ 49.03	\$ 428.12
Rhinehart Road	4.23	20.5	-16.27	\$ (804.55)	\$ (160.98)	\$ (40.19)	\$ (35.96)	\$ (64.75)	\$ (565.38)
Cr-427 Phase 3	15.3	0	15.3	\$ 756.59	\$ 151.01	\$ 37.79	\$ 33.81	\$ 60.89	\$ 531.68
Cr-427 phase 4	15.35	0	15.35	\$ 759.06	\$ 151.50	\$ 37.91	\$ 33.92	\$ 61.09	\$ 533.41
Longwood Lk Mary Road	4.12	0	4.12	\$ 203.74	\$ 40.55	\$ 10.13	\$ 5.11	\$ 10.40	\$ 143.17
Eden Park Road	1	0	1	\$ 49.45	\$ 9.87	\$ 2.47	\$ 2.21	\$ 3.98	\$ 34.75
17-52 DOT project	10.45	10.27	0.19	\$ 9.40	\$ 1.88	\$ 0.47	\$ 0.42	\$ 0.76	\$ 6.60
Oxford Road	1.5	0.4	1.1	\$ 54.40	\$ 10.86	\$ 2.72	\$ 2.43	\$ 4.38	\$ 38.23
Fernwood Blvd	0.63	0.3	0.33	\$ 16.32	\$ 3.26	\$ 0.82	\$ 0.73	\$ 1.31	\$ 11.47
Tuskawilla Phase 3	2.25	0	2.25	\$ 111.26	\$ 22.21	\$ 5.56	\$ 4.97	\$ 8.96	\$ 78.19
Redbug Lk Phase 3	15.7	17	-1.3	\$ (64.29)	\$ (12.83)	\$ (3.21)	\$ (2.87)	\$ (5.17)	\$ (45.18)
McCollough Rd West side	1.25	0	1.25	\$ 61.81	\$ 12.34	\$ 3.09	\$ 2.76	\$ 4.98	\$ 43.44
Old Locwood road	5.5	0	5.5	\$ 271.98	\$ 54.29	\$ 13.59	\$ 12.16	\$ 21.89	\$ 191.13
Locwood Rd Median	0.25	0	0.25	\$ 12.36	\$ 2.47	\$ 0.62	\$ 0.55	\$ 1.00	\$ 8.69
Totals	104.98	54.92	50.06	\$ 2,475.47	\$ 454.05	\$ 123.65	\$ 110.63	\$ 199.24	\$ 1,739.59
Services per year				\$ 18.00	\$ 9.00	\$ 18.00	\$ 18.00	\$ 18.00	\$ 3.00
				\$44,558.41	\$4,446.83	\$2,225.67	\$1,991.39	\$3,586.30	\$5,218.76
									\$62,027.34

Mow	Edge	Weed/ea	Litter	Blow	Fertilize
\$ 49.45	\$ 9.87	\$ 2.47	\$ 2.21	\$ 3.98	\$ 34.75

AmeriScapes intends to mow to the limits of the new locations and mowing limits of approximately 40 acres.
Future similar acreage can be added using these rates per acre.

ROADWAY LANDSCAPE AND MOWING MAINTENANCE AGREEMENT (AB-3035-01/GG)
SECONDARY CONTRACTOR

THIS AGREEMENT is made and entered into this 24 day of JAN, 2002, by and between **AMERISCAPES LANDSCAPE**, duly authorized to conduct business in the State of Florida, whose address is P. O. Box 568762, Orlando, Florida 32856, hereinafter called the "CONTRACTOR" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "COUNTY".

W I T N E S S E T H:

WHEREAS, the COUNTY desires to retain the services of a competent and qualified CONTRACTOR to provide roadway landscape and mowing maintenance in Seminole County; and

WHEREAS, the COUNTY has requested and received bids for the provision of such services; and

WHEREAS, the CONTRACTOR is competent and qualified to furnish landscape and mowing maintenance services to the COUNTY and desires to provide services according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the COUNTY and the CONTRACTOR agree as follows:

SECTION 1. SERVICES. The COUNTY does hereby retain the CONTRACTOR to furnish services and perform those tasks as further described in the Scope of Services attached hereto as Exhibit "A" and made a part hereof. Required services shall be specifically enumerated, described and depicted in the Purchase Order authorizing performance of the specific project or task. This Agreement standing alone does not authorize the performance of any work or require the COUNTY to place any orders for work and the CONTRACTOR recognizes that as secondary

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MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA

[Signature]
DEPUTY CLERK

CONTRACTOR work will be assigned to it only if the primary CONTRACTOR is unwilling or unable to perform.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by the COUNTY and shall run for a period of two (2) years. The COUNTY, at its sole option, may extend this Agreement for three (3) additional terms not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the Purchase Order.

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for performance of services by the CONTRACTOR under this Agreement shall be in the form of written Purchase Orders issued and executed by the COUNTY. A sample Purchase Order is attached hereto as Exhibit "B". Each Purchase Order shall describe the services required, state the dates for commencement and completion of work and establish the amount and method of payment. The Purchase Orders will be issued under and shall incorporate the terms of this Agreement. The COUNTY makes no covenant or promise as to the number of available projects nor that, the CONTRACTOR will perform any project for the COUNTY during the life of this Agreement. The COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by the COUNTY to be in the best interest of the COUNTY to do so.

SECTION 4. TIME FOR COMPLETION. The services to be rendered by the CONTRACTOR shall be commenced, as specified in such Purchase Orders as may be issued hereunder, and shall be completed within the time specified therein. In the event the COUNTY determines that significant benefits would accrue from expediting an otherwise established time schedule for completion of services under a given Purchase Order, that

Purchase Order may include a negotiated schedule of incentives based on time savings.

SECTION 5. COMPENSATION. The COUNTY agrees to compensate the CONTRACTOR for the services called for under this Agreement on either a "Fixed Fee" basis (Purchase Order) or on a "Time Basis Method" (Blanket Purchase Order). CONTRACTOR shall be compensated in accordance with the rate schedule attached as Exhibit "C". The total amount of compensation paid to all CONTRACTORS under AB-3035-01/GG shall not exceed the sum of ONE MILLION THREE HUNDRED THIRTY-EIGHT THOUSAND EIGHT HUNDRED THIRTY AND NO/100 DOLLARS (\$1,338,830.00).

SECTION 6. PAYMENT AND BILLING.

(a) If the Scope of Services required to be performed by a Purchase Order is for a specific instance, the Purchase Order shall be issued on a "Fixed Fee" basis. The CONTRACTOR shall perform all work required by the Purchase Order but, in no event, shall the CONTRACTOR be paid more than the negotiated Fixed Fee amount stated therein.

(b) If the Scope of Services is not clearly defined, the Purchase Order may be issued on a "Time Basis Method" and contain a Not-to Exceed amount. If a Not-to-Exceed amount is provided, the CONTRACTOR shall perform all work required by the Purchase Order; but, in no event, shall the CONTRACTOR be paid more than the Not-to-Exceed amount specified in the applicable Purchase Order.

(c) If the Scope of Services is to cover an extended period of time, the Purchase Order may be issued on a "Time Basis Method" (Blanket Purchase Order) and contain a Limitation of Funds amount. The CONTRACTOR is not authorized to exceed that amount without the prior written approval of the COUNTY. Said approval, if given by the COUNTY, shall indicate a new Limitation of Funds amount. The CONTRACTOR shall advise the COUNTY whenever the CONTRACTOR has incurred expenses on any

Purchase Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount.

(d) For Purchase Orders issued on a "Fixed Fee Basis," the CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order services actually performed and completed; but, in no event, shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed. The COUNTY shall pay the CONTRACTOR one hundred percent (100%) of the approved amount on Purchase Orders issued on a "Fixed Fee Basis".

(e) For Purchase Orders issued on a "Time Basis Method" with a Not-to-Exceed amount, the CONTRACTOR may invoice the amount due for actual work hours performed but, in no event, shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed. The COUNTY shall pay the CONTRACTOR one hundred percent (100%) of the approved amount on Purchase Orders issued on a "Time Basis Method" with a Not-to-Exceed amount.

(f) For Purchase Orders issued on a "Time Basis Method" with a Limitation of Funds amount, the CONTRACTOR may invoice the amount due for services actually performed and completed. The COUNTY shall pay the CONTRACTOR one hundred percent (100%) of the approved amount on Purchase Orders issued on a "Time Basis Method" with a Limitation of Funds amount.

(g) Payments shall be made by the COUNTY to the CONTRACTOR when requested as work progresses for services furnished, but not more than once monthly. Each Purchase Order shall be invoiced separately. CONTRACTOR shall render to COUNTY, at the close of each calendar month, an itemized invoice properly dated, describing any services rendered, the cost of the services, the name and address of the CONTRACTOR,

Purchase Order Number, Contract Number and all other information required by this Agreement.

The original invoice shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772

A duplicate copy of the invoice shall be sent to:

Department of Public Works
Roads Division
177 Bush Loop
Sanford, Florida 32773

(i) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from the CONTRACTOR.

SECTION 7. GENERAL TERMS OF PAYMENT AND BILLING.

(a) Upon satisfactory completion of work required hereunder and, upon acceptance of the work by the COUNTY, the CONTRACTOR may invoice the COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by the COUNTY. The COUNTY shall pay the CONTRACTOR within thirty (30) days of receipt of proper invoice.

(b) The COUNTY may perform or have performed an audit of the records of the CONTRACTOR after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to the CONTRACTOR and the COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to the CONTRACTOR may be determined subsequent to an audit as provided for in subsections (b) and (c) of this Section, and the total compensation so determined shall be used to calculate final payment to the CONTRACTOR. Conduct of this audit shall not delay final payment as provided by subsection (a) of this Section.

(c) In addition to the above, if federal funds are used for any work under the Agreement, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records, of the CONTRACTOR which are directly pertinent to work performed under this Agreement for purposes of making audit, examination, excerpts and transcriptions.

(d) The CONTRACTOR agrees to maintain all books, documents, papers, accounting records and other evidences pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at the CONTRACTOR's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsections (b) and (c) of this Section.

(e) In the event any audit or inspection conducted after final payment, but within the period provided in paragraph (d) of this Section reveals any overpayment by the COUNTY under the terms of the Agreement, the CONTRACTOR shall refund such overpayment to the COUNTY within thirty (30) days of notice by the COUNTY.

SECTION 8. COUNTY'S APPROVAL OF WORK. Neither the COUNTY's review, approval or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement nor of any cause of action arising out of the performance of this Agreement and the CONTRACTOR shall be and always remain liable to the COUNTY in accordance with applicable law for any and all damages to the COUNTY caused by the CONTRACTOR's negligent or wrongful performance of any of the services furnished under this Agreement.

SECTION 9. OWNERSHIP OF DOCUMENTS. All deliverable documents that may result from the CONTRACTOR's services or have been created during the course of the CONTRACTOR's performance under this Agreement shall become the property of the COUNTY after final payment is made to the CONTRACTOR.

SECTION 10. TERMINATION.

(a) The COUNTY may, by written notice to the CONTRACTOR terminate this Agreement or any Purchase Order issued hereunder, in whole or in part, at any time, either for the COUNTY's convenience or because of the failure of the CONTRACTOR to fulfill its Agreement obligations. Upon receipt of such notice, the CONTRACTOR shall:

(1) immediately discontinue all services affected unless the notice directs otherwise, and

(2) deliver to the COUNTY any and all such other information and materials of whatever type or nature as may have been accumulated by the CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of the COUNTY, the CONTRACTOR shall be paid compensation for services performed to the date of termination. If this Agreement calls for the payment based on a Fixed Fee amount, the CONTRACTOR shall be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work, as determined solely and conclusively by the COUNTY, contemplated by this Agreement.

(c) If the termination is due to the failure of the CONTRACTOR to fulfill its Agreement obligations, the COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, the CONTRACTOR shall be liable to the COUNTY for all reasonable additional costs occasioned to the COUNTY thereby. The CONTRACTOR

shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of the CONTRACTOR; provided, however, that the CONTRACTOR shall be responsible and liable for the actions of its subcontractors, agents, employees and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without any fault or negligence of the CONTRACTOR.

(d) If, after notice of termination for failure to fulfill its Agreement obligations, it is determined that the CONTRACTOR had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of the COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of the COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

SECTION 11. AGREEMENT AND PURCHASE ORDER IN CONFLICT. Whenever the terms of this Agreement conflict with any Purchase Order issued pursuant to it, the Agreement shall prevail.

SECTION 12. EQUAL OPPORTUNITY EMPLOYMENT. The CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be

limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 13. NO CONTINGENT FEES. The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, the COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 14. CONFLICT OF INTEREST.

(a) The CONTRACTOR agrees that it will not contract for or accept employment for the performance of any work or service with any individual, business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY.

(b) The CONTRACTOR agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

(c) In the event that CONTRACTOR causes or in any way promotes or encourages a COUNTY officer, employee, or agent to violate Chapter 112,

Florida Statutes, the COUNTY shall have the right to terminate this Agreement.

SECTION 15. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

SECTION 16. SUBCONTRACTORS. In the event that the CONTRACTOR, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, the CONTRACTOR must first secure the prior express written approval of the COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONTRACTOR shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 17. INDEMNIFICATION OF COUNTY. The CONTRACTOR agrees to hold harmless, release and indemnify the COUNTY, its commissioners, officers, employees, and agents against any and all claims, losses, damages or lawsuits for damages, arising from, allegedly arising from or related to the provision of services hereunder by the CONTRACTOR, whether caused by the CONTRACTOR or otherwise. This hold harmless, release and indemnification shall include any claim based on negligence, action or inaction of the parties.

SECTION 18. INSURANCE.

(a) GENERAL. The CONTRACTOR shall at the CONTRACTOR's own cost, procure the insurance required under this Section.

(1) The CONTRACTOR shall furnish the COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer

evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability and Commercial General Liability). The COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy.

The Certificate of Insurance shall provide that the COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by the CONTRACTOR, the CONTRACTOR shall provide the COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, the CONTRACTOR shall, at the option of the COUNTY submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement.

(3) In addition to providing the Certificate of Insurance, if required by the COUNTY, the CONTRACTOR shall, within thirty (30) days after receipt of the request, provide the COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by the COUNTY nor failure to disapprove the insurance furnished by a CONTRACTOR shall relieve the CONTRACTOR of the CONTRACTOR's full responsibility for performance of

any obligation including CONTRACTOR indemnification of COUNTY under this Agreement.

(b) INSURANCE COMPANY REQUIREMENTS. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation, must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall, as soon as the CONTRACTOR has knowledge of any such circumstance, immediately notify the COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the COUNTY the CONTRACTOR shall be deemed to be in default of this Agreement.

(c) SPECIFICATIONS. Without limiting any of the other obligations or liability of the CONTRACTOR, the CONTRACTOR shall, at the

CONTRACTOR's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by the CONTRACTOR and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) The CONTRACTOR's insurance shall cover the CONTRACTOR for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. The CONTRACTOR will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both the CONTRACTOR and its subcontractors is outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$ 500,000.00	(Each Accident)
\$1,000,000.00	(Disease-Policy Limit)
\$ 500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) The CONTRACTOR's insurance shall cover the CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by the CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

	<u>LIMITS</u>
General Aggregate	\$Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00

(3) Professional Liability Insurance. The CONTRACTOR shall carry limits of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00).

(4) Business Auto Policy.

(A) The CONTRACTOR's insurance shall cover the CONTRACTOR for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

(B) The minimum limits to be maintained by the CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, the CONTRACTOR shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by the CONTRACTOR shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Auto Policy shall be:

	<u>LIMITS</u>
Each Occurrence Bodily Injury and Property Damage Liability Combined	\$500,000.00

(d) COVERAGE. The insurance provided by CONTRACTOR pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by the COUNTY or the COUNTY's officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of the CONTRACTOR.

(e) OCCURRENCE BASIS. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy must either be on an occurrence basis, or, if a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) OBLIGATIONS. Compliance with the foregoing insurance requirements shall not relieve the CONTRACTOR, its employees or agents of liability from any obligation under a Section or any other portions of this Agreement.

SECTION 19. ALTERNATIVE DISPUTE RESOLUTION (ADR).

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY ADR procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY ADR procedures for proper invoice and payment disputes are set forth in Section 55.1, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement with ADR procedures set forth in Section 220.102, "Contract Claims," Seminole County Code.

(b) CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the COUNTY ADR procedures set forth in subsection (a) above of which the CONTRACTOR had knowledge and failed to present during the COUNTY ADR procedures.

(c) In the event that COUNTY ADR procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 20. REPRESENTATIVES OF THE COUNTY AND THE CONTRACTOR.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. The COUNTY, upon

request by the CONTRACTOR, shall designate in writing and shall advise the CONTRACTOR in writing of one (1) or more of its employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information and interpret and define the COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) The CONTRACTOR shall, at all times during the normal work week, designate or appoint one or more representatives of the CONTRACTOR who are authorized to act in behalf of and bind the CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep the COUNTY continually and effectively advised of such designation.

SECTION 21. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 22. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 23. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the

parties, or as constituting the CONTRACTOR (including its officers, employees, and agents) the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. The CONTRACTOR is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

SECTION 24. EMPLOYEE STATUS. Persons employed by the CONTRACTOR in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the COUNTY's officers and employees either by operation of law or by the COUNTY.

SECTION 25. SERVICES NOT PROVIDED FOR. No claim for services furnished by the CONTRACTOR not specifically provided for herein shall be honored by the COUNTY.

SECTION 26. PUBLIC RECORDS LAW. CONTRACTOR acknowledges COUNTY's obligations under Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 27. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, the CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement

immediately upon delivery of written notice of termination to the CONTRACTOR.

SECTION 28. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR COUNTY:

Department of Public Works
Roads Division
177 Bush Loop
Sanford, Florida 32773


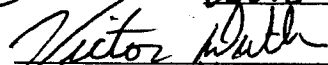
FOR CONTRACTOR:

Ameriscapes Landscape
P. O. Box 568762
Orlando, Florida 32856

SECTION 29. RIGHTS AT LAW RETAINED. The rights and remedies of the COUNTY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by the COUNTY.

WITNESSES:



Print Name David Monroe

Print Name Victor Butler

AMERISCAPES LANDSCAPES

By: 
BILLY BUTTERFIELD, President

Date: 1/16/02

ATTEST:


MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: 
DARYL G. MCLAIN, Chairman

Date: 01/24/02

For use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

As authorized for execution by
the Board of County Commissioners
at their 12-11, 2001
regular meeting.



County Attorney
AC/gn
11/20/01 12/27/01
AB-3035-01Secondary.doc
3 Attachments:
Exhibit "A"- Scope of Services
Exhibit "B"- Sample Purchase Order
Exhibit "C"- Rate Schedule

EXHIBIT "A"

Requirements/ Scope Of Services

SECTION I. GENERAL REQUIREMENTS

A. ADMINISTRATIVE CONDITIONS

1. All work in this contract will be under the supervision of the County's Representative, Jimmie Brown, Lead Inspector, Department of Public Works, 177 Bush Loop, Sanford, Florida 32773 Phone (407) 665-5620.

This is a supplemental contract designed to aid and enhance the services provided to the citizens of Seminole County by the Seminole County Department of Public Works. There are NO GUARANTEES as to the quantities or frequencies of items included in this contract. It is anticipated that substantial additional landscape areas will be added to this contract on an annual basis as new construction maintenance guarantees expire.

2. The Contractor will coordinate with the County's Representative, who will perform inspections for the County and verify that the work has been completed as scheduled and handle problems that may arise.
3. The Contractor will verify quality control for this project with the County's Representative.
4. The Maintenance of Traffic shall conform to the Florida Department of Transportation's (FDOT) most current editions of "Roadway and Traffic Design Standards" for Design, Construction, Maintained Systems and the "Manual on Uniform Traffic Control Devices for Streets and Highways." These documents can be ordered from the State of Florida Department of Transportation, Map and Publications Department, 605 Suwannee Street, Tallahassee, Florida, 32399-0450, Phone: (904) 488-9220. A proposed traffic control plan shall be submitted to County Representative for approval prior to starting work. Lane closures will be limited to non-peak traffic volume hours as approved by the County Traffic Engineer.
5. The use of public roads and streets by the Contractor shall provide a minimum inconvenience to the public and traffic.
6. A mandatory Pre-Work Conference shall be conducted by the County's Representative to ensure understanding and cooperation of all parties.

7. All work will be ordered by the County's Representative in the form of Work Orders. No work will begin until a Work Order has been issued to the Contractor. If Work Orders are issued by the County's Representative verbally, they will be followed by a written Work Order. All work ordered must be completed within ten (10) working days from the start date on the Work Order unless the work in question is deemed urgent. Urgent work shall be completed within two (2) working days from time of verbal or written Work Order notification.
8. The Contractor shall comply with the most current edition of the FDOT Accident Prevention Procedures Manual pertaining to employee safety and applicable OSHA standards. The Contractor will be responsible for obtaining a copy of this manual by contacting FDOT Maps and Publications Department in Tallahassee.
9. The County's Representative will be entitled at all times to be advised, upon request, as to the status of work being completed by the Contractor and of the details thereof. Coordination shall be maintained by the Contractor with the County's Representative. Either party may request and be granted a conference. The Contractor shall submit daily reports to the County's Representative containing the location of work in progress and the percentage of work completed to date.
10. The Contractor shall submit, upon request, a work schedule prior to beginning any work in this contract. The work schedule shall contain the route to be followed and the location of work on each day. The Contractor shall notify the County's Representative prior to any schedule variance. The notification shall occur before 8:00 a.m. on the day of the schedule variance. The Contractor is also required to submit a quarterly (3-Month) schedule fourteen (14) days prior to each quarter. This should be coordinated with the County's Representative.
11. Due to extreme traffic or weather conditions, the Contractor may be required to remove his operation from the right-of-way at the discretion of the County's Representative. If the Contractor is required to remove his operation due to extreme traffic or weather conditions, less than five (5) hours worked will constitute one-half (1/2) working day and five (5) or more hours worked will constitute one (1) working day.
12. The Contractor will supervise and direct the work efficiently with skill and attention. The Contractor will be responsible to assure that the finished work complies accurately with the specifications.

13. The Contractor will provide competent, suitable qualified personnel to perform the work as required by the specifications. He will at all times maintain good discipline and order at the site. The Contractor shall provide a list of all foremen and supervisors who will perform the work. The list shall also contain twenty-four (24) hour emergency telephone numbers.
14. The Contractor will designate a competent English speaking and understanding contract representative at the site who shall not be replaced without written notice to the County's Representative and shall have the authority to act on behalf of the Contractor. All communications given to the contract representative shall be binding as if given to the Contractor.
15. The Contractor will submit a copy of his or her valid Pesticide Applicator's License with the appropriate categories to the County. This License shall remain valid throughout the entire contract period. Material Safety Data Sheets (M.S.D.S.) will be provided for every chemical prior to its use.

B. SERVICE CONDITIONS

1. The Contractor shall furnish all labor, materials, equipment, supervision, permits, coordination, tools, transportation, supplies, manpower and pay disposal fees, to complete the landscape maintenance work specified in the contract in a timely and quality manner.
2. Quantity and Frequency of Work

The work specified in this contract represents the services to be accomplished on an annual basis. For the purposes of this contract, a landscape area is defined as a designated area inclusive of mulch, planting soil, singular or multiple plantings of trees, palms, shrubs and ground cover and irrigation system. The landscaped areas and limits of work are all non-paved sections of right-of-way and County property. Areas have been inventoried and calculated as to quantities. Areas designated as "Exclusions" are not calculated in the Contract Estimate of Quantities. Any discrepancies or disagreements concerning quantities and limits of work shall be mutually resolved prior to beginning work in any area in question.

The cost of all work and materials not specifically identified by a pay item shall be considered incidental to the cost all contract pay items.

During the first cycle of all bid items, the Contractor shall be responsible for bringing all areas specified in the contract up to the quality standards required by the County. All costs of reclaiming these areas shall be included in the unit prices bid. No additional compensation will be given to the Contractor for bringing the specified areas up to the required quality level. All work locations shall be considered provided by the County in an "as is" condition.

The County's Representative will determine when to begin each cycle. The total number and timing of the cycles will depend upon the growth conditions during the season. The contractor shall not begin any cycle until authorized by the County's Representative.

3. Equipment

All equipment used in the performance of the contract on County property shall be properly maintained in order to protect the operator and the public. The Contractor's equipment shall prominently display the name of the Contractor's company. All equipment used by the Contractor is subject to inspection by the County's Representative. Any equipment deemed inoperable, unsafe, or improper for site conditions or desired use shall be removed from the premises.

The Contractor shall furnish equipment of a type, quality and quantity to perform the work satisfactorily within the time specified herein. The Contractor shall provide a list of equipment to be used in the performance of this contract.

4. Completion of Work

The Contractor shall complete the routine work ordered within ten (10) working days from the start date of the verbal or written Work Order. Urgent work shall be completed within two (2) working days of start date notification by verbal or written Work Order.

During the periods of work, the Contractor shall consult with the County's Representative in a timely manner for inspection and approval of work quality being accomplished. In the event of unsatisfactory work or materials the Contractor shall repeat the work and replace materials without additional compensation, within the specified time.

SECTION II. MAINTENANCE OF LANDSCAPE AREA

A. INTENT

Maintenance of landscape areas constitutes professionally sustaining all landscape areas within the designated limits to the highest quality standards within the industry. Plant maintenance shall include, but not be limited to, watering, pruning, weeding, fertilizing, chemical applications, cultivating, mulching, straightening, replacement of damaged or diseased plant materials and all other care required for property health and vigorous growth of the plants. Prior to removal of plant material, the Contractor shall obtain County authorization.

The Contractor shall inspect all landscape areas within the designated boundaries during each cycle. The Contractor shall identify maintenance problems and recommend remedial action. A remedial action plan will be provided to include, but not be limited to, estimated quantities for mulch, tree maintenance, fertilizer, litter removal, edging, plant replacement, watering, general landscape maintenance, irrigation system maintenance, etc., and a schedule for completion. The above information will be filled out in the Pre-Site Visit Check List and Maintenance Work Order Sheet (see forms in Attachments)

The written results of the inspections along with the reporting sheet and M.S.D.S. sheets for any proposed chemical shall be sent to the County's Representative within twenty-four (24) hours of the completion of each cycle.

B. METHOD OF OPERATIONS

All mulched areas shall have all grass, weeds, litter, terminally diseased or damaged plants and undesirable growth removed to maintain the landscape in a healthy attractive condition. County approved plant replacements shall be furnished and installed by the Contractor as needed during each maintenance cycle.

The Contractor shall prune all plants from the edges of roads, driveways, fences and sidewalks to insure the safety of citizens and the protection of the property. Prune all plants to encourage a healthy natural growth pattern and to develop the eventual and future branching structure for each specific variety. All pruning shall be done according to I.S.A. Standards. Pruning shall provide a neat and well-manicured appearance.

C. QUALITY

Landscape areas shall be maintained in a professional manner to provide a groomed, attractive and healthy appearance in accordance with these specifications. Shrubs, groundcovers, sod, trees and materials damaged by the Contractor and work deemed unsatisfactory by the County shall be replaced or redone by the Contractor at his/her expense. Replacement plants shall conform to the type, species/variety, grade, standard and size to match existing plants. Replacement material, which is smaller or otherwise different from the original plants, must have prior County approval.

D. QUANTITY AND FREQUENCY OF MAINTENANCE

The County's Representative will determine when to begin each landscape area maintenance cycle based on inspections conducted by the County's Representative. The total number and timing of the cycles will depend upon the growth conditions of the landscape area during the season. However, for bidding purposes, seventeen (17) cycles have been estimated for maintenance of landscape areas. The Contractor will be compensated for work and materials in this section, unless otherwise noted, at the unit price bid per square foot for the pay item Maintenance of Landscape Areas times the actual number of square feet completed during a cycle. **There are two (2)-cycle months from June to October, and one (1)-cycle month from November to May, for routine maintenance.**

E. PEST CONTROL/WEEDING

Contractor shall practice Integrated Pest Management (I.P.M.) to control insects, disease and weeds on and around perennials, ground covers, shrubs, vines and trees. This will include bi-weekly monitoring and spot treatment as necessary using least toxic methods. Weeds and grass in beds or mulched areas will be removed each ordered cycle by hand or selectively by chemical, provided that chemicals will not result in damage to plants or leave an unsightly appearance. Upon client approval, herbicides may be employed for heavy infestations, or to treat parasitic weeds in palm roots. Weeds along and in the pavement edge of curb lines of the hard-scaped medians and medians containing landscape materials, is to be addressed each service cycle and try to discourage the rapid reoccurring growth within the expansion joints areas. The cost of work and materials for weeding shall be included in the unit price bid for Maintenance of Landscaped Areas. For bidding purposes twenty-four cycles have been estimated. **All bags are to be removed that day of service, no exceptions.**

F. LITTER REMOVAL

All litter and debris are to be removed by hand from County right-of-way or property before and upon completion of each cycle to allow for a neat and clean appearance before and after completion. The cost of work and materials for litter

removal and disposal shall be included in the unit price bid for Maintenance of Landscape Areas. For bidding purposes twenty-four (24) cycles have been estimated.

G. APPLICATION OF INSECTICIDES AND FUNGICIDES

Planting beds attacked by, or showing signs of disease or pests shall be properly remedied immediately and cared for by the Contractor. The Contractor shall notify the County's Representative prior to the application of insecticides and fungicides.

The Contractor shall abide by the manufacturer's specifications for all chemicals or chemical compounds used and provide an M.S.D.S. for each chemical prior to application. The Contractor shall abide by all rules, laws, ordinances and statutes of the Federal, State and County, as well as any other governmental agencies having jurisdiction pertaining to the handling, storage and application of pesticides or fungicides. The cost of all work and materials for the application of insecticides and fungicides shall be included in the unit price bid for Maintenance of Landscape Areas.

Disease and other pests shall be identified and reported to the County with recommendation of remedial treatment within twenty-four (24) hours of the site visit. Upon County approval, the Contractor shall be responsible for carrying out the remediation plan including, but not limited to, application of insecticides and fungicides.

H. FERTILIZATION

All fertilization shall be performed in a manner that promotes healthy, vigorous sustainable growth instructions. The soil pH of landscape areas shall be appropriately adjusted with elemental sulfur at a rate of seven (7) pounds per one-thousand (1,000) square feet every ninety (90) days to maintain a healthy and vigorous growing condition. Fertilizer shall be a granular 12-4-8 analysis containing micro-nutrients with a minimum of fifty percent (50%) slow release nitrogen applied at the rate of eight (8) pounds per one-thousand square feet based on a 50 pound bag. For bidding purposes, three (3) cycles during the months of February/March, May/June and September/October have been estimated for fertilization of landscape areas. The Contractor shall be compensated for the number of square feet completed each cycle. The cost of all work and materials for fertilization shall be included in the unit price bid per square foot for Fertilizing Landscape Areas.

I. HERBICIDING

Herbicide constitutes pre-emergent and post-emergent treatment of undesirable grass, weeds, vegetation and plant material growing in, along and around landscape areas with an approved herbicide to maintain these areas in an attractive and manicured condition. Herbicide use shall be limited to specific sites or undesirable growth in the landscape areas identified by the Contractor and authorized by the County's Representative.

The non selective post-emergent herbicides used shall be Round Up or County approved equivalent applied in conformance with the manufacturer's instructions. Herbicide shall contain green spray (temporary) indicator to define areas treated. The application of pre-emergent herbicide should be considered and incorporated into the schedule. The cost of all work and materials for herbicide shall be in the unit price bid for Maintenance of Landscape Areas.

1. Quantity and Frequency of Herbicide Treatment

The total number and timing of the cycles will depend upon the type of herbicide used and growth conditions during the season.

2. Limitation of Operations

Herbicide treatment will be on an as-needed basis during the cycles for Maintenance of Landscape Areas. The Contractor shall abide by all rules, laws, ordinances and statutes of the State and County having jurisdiction pertaining to the handling, storage and application of herbicides. Plants, grass and trees damaged by the improper use of herbicides will be replaced by the Contractor at this/her expense. Replacements will be of the same size and type and originally planted quality of those damaged.

3. Quality

If at any time the herbicide treatment is not in accordance with the specifications, the services will be performed again at no additional cost to the County.

J. MULCHING

Mulching constitutes providing and placing medium rustic pine bark mulch in designated areas at quantities recommended by the Contractor and approved by the County.

1. Quantity and Frequency of Mulching

New mulch shall be replenished in deficient areas in a settled manner to attain a uniform depth of (3) inches once a year during the winter months (Nov. – Feb). All mulch shall be pine bark mulch unless otherwise specified by the work order. All curb; roadway and bed line edges will be trenched to help contain the applied mulch. However, for bidding purposes one (1) cycle has been estimated for mulching work. The County's Representative will determine when and how much mulching is required based on the inspections and recommendations of the Contractor. The Contractor will be compensated for all work and materials in this section in the unit bid price per cubic yard for Mulching Landscaped areas.

2. Method of Operations

Mulch shall be supplied by the Contractor, delivered to the site and applied in the areas specified. Mulch shall be placed by hand to a settled but not tightly compacted consistency.

3. Quality

Mulch shall be free of insects, disease, debris, trash, seeds, etc., and placed in such a manner as to provide a neatly groomed settled appearance in accordance with industry standards. If at any time the mulch is disturbed, subdivided or damaged by the Contractor, the mulch will be reapplied at no additional cost to the County.

K. MAINTENANCE OF TREES AND PALMS

Tree maintenance constitutes professionally maintaining newly planted tree and palm landscape areas as well as maintaining established older tree and palm landscape areas. Tree and palm maintenance will include pruning to the highest quality I.S.A. Standards to allow for proper clearances as well as for the integrity of the tree. It shall also include the application of insecticides and fungicides, fertilizing, mulch aeration mulching, watering and litter and debris removal around trees not in planting beds.

1. Quantity and Frequency of Tree and Palm Maintenance

The County's Representative will determine when to begin each tree maintenance cycle. The total number and timing of the cycles will depend upon the growth conditions of the trees during the season. However, for bidding purposes, seventeen (17) cycles have been estimated for reporting and tree maintenance inspection.

2. Application of Insecticides and Fungicides

The Contractor shall inspect all trees within the designated landscape areas during each cycle. The results of these inspections along with a report on the types of insecticides and fungicides required, if any, will be conveyed (written or verbally), to the County's Representative within twenty-four (24) hours of the completion of each inspection. The cost of all work and materials for the provision and application of insecticides and fungicides shall be included in the unit price bid for Maintenance of Landscape Areas. Insecticide and fungicide application must be approved by the County's Representative prior to the applications taking place.

The Contractor shall abide by the manufacturer's specifications for all chemicals or chemical compounds used. The Contractor shall abide by all rules, laws, ordinances and statutes of the Federal, State and County as well as any other governmental agencies having jurisdiction pertaining to the handling, storage and application of pesticides and fungicides.

3. Fertilization of Trees and Palms

All trees and palms shall be fertilized three (3) times a year. Scheduling shall be concurrent with the schedule for bed areas – February/March, May/June, and September/October. Trees shall be fertilized with 12-4-8 fifty (50) percent slow released fertilizer with micro-nutrients at the rate of eight (8) pounds per one-thousand (1,000) square feet based on a 50 pound bag and shall be applied on the mulch surface and around the unmulched surface not to exceed one-half (1/2) to two (2) times the canopy diameter.

4. Pruning

Shrubs will be pruned as needed to ensure proper informal shape, fullness, sight distance and bloom. Tree and palm pruning will be done **once per year**. **Palms**, remove dead or deficient fronds; **Trees** branches will be pruned just outside of the branch collar; Pruning paint will not be applied, sucker growth will be removed by hand from the base of the trees, and no herbicide is to be used for this purpose. **Crape Myrtle's** are to be bud pruned only **no** Hat Racking or Buck Horn pruning. **All pruned debris is to be removed that day, no exceptions.**

L. LITTER REMOVAL

All litter and debris are to be removed daily as work progresses towards completion of a Landscape Area Maintenance cycle. Litter and debris removal includes the pickup, removal and disposal of any not permitted item such as wood, signs, tires, cans, bags of trash, newspapers, magazines, food containers, boxes, sheets of paper, etc., which will result in an objectionable appearance. The cost of all work and materials for litter removal shall be included in the unit price bid for Landscape Area Maintenance.

SECTION III. REPLACEMENT PLANT MATERIAL

A. INTENT

Plants that have died, been destroyed or damaged will require replacement from time to time. Since most of these plantings were installed as part of the original landscape project, the original specifications developed by the County shall be used for replacements with adjustments as necessary to match the size, type and quality of surrounding bed plantings.

- B. "PLANT LIST" – see Plant List Sheet in the Bid Response Forms. Please include the total amount where indicated in the Pay Item Bid Response Form.

C. QUANTITY AND FREQUENCY OF REPLACEMENT

The County's Representative will determine when plants are to be replaced based on the inspections and recommendations of the Contractor. The Contractor will be compensated for all work and materials in this section at the unit "Plant List" bid price per each under the pay item of Replacement Plant Material.

D. PLANTS

Plants shall conform to the names given in "Standardized Plant Names", 1942 Editions, prepared by the American Joint Committee on Horticultural Nomenclature or by the Bureau of Plant Industry, State of Florida.

Names of varieties not included therein shall conform generally with names accepted in the nursery trade.

Substitutions will be permitted only upon submission of proof that any specified plant is not obtainable or suitable for the location as specified and upon written authorization of the County.

All shrub and groundcover material shall be containerized. Collected materials will not be acceptable. Tree and palms shall be grown in containers or may be field grown, no grow bag materials will be accepted.

E. GUARANTEE PERIOD

All replacement plants shall maintain "Florida Fancy Quality" and be guaranteed for a period of twelve (12) months beginning on the same date as the planting is accomplished, and shall be alive and in satisfactory growth and health for each specific kind of plant at the end of the guarantee period. The Contractor shall provide and implement a County approved detailed irrigation plan for replacement plants. The Contractor shall provide an "As-Built" drawing accurately showing the location and type of replaced plant material.

At any time during the guarantee period the Contractor will be required to replace any tree or plant if:

1. The plant is dead, diseased or obviously dying.
2. The plant is lacking in health and vigor to a point where it falls below standard as described in the specifications.
3. The County's Representative determines that a plant will not recover and be within grade by the end of the guarantee period.
4. Any plant that is questionable at or near the end of the guarantee period.

Replacement of plants necessary during the guarantee period shall be the responsibility of the Contractor. With a twelve (12) month guarantee period required from the date of planting. Only if the Contractor is able to demonstrate to the satisfaction of the County that plant materials died for reasons which were not caused by the fault of the Contractor, its officers, employees, subcontractors or agents, will replacement costs be negotiated between the County and the Contractor.

All replacements shall be plants of the same kind as originally planted. They shall be furnished, maintained and planted as herein specified. The cost thereof shall be the responsibility of the Contractor.

SECTION IV. IRRIGATION SYSTEM MAINTENANCE & OPERATION

A. INTENT

Irrigation system maintenance and operation encompasses the inspection, operation and repair of the irrigation system(s) specified.

B. QUANTITY AND FREQUENCY

The County's Representative will determine when to begin irrigation systems inspection, operation and repair cycles. The timing of the cycles will depend upon the growth conditions during the season. For bidding purposes, twelve (12) monthly cycles have been estimated for irrigation systems inspections, operation and repair. The Contractor will be compensated at the unit price bid per system for the pay item of Irrigation System Maintenance times the actual number of cycles completed. The Contractor will also be compensated separately at the time of the repair for the cost of approved replacement equipment for irrigation system(s) plus County pre-approved hourly cost for installation. At the County's discretion, competitive pricing quotes for replacement equipment and installation may be requested and utilized to maintain quality and cost effectiveness.

C. METHOD OF OPERATIONS

The Contractor shall be responsible for inspecting, operating and maintaining the irrigation system(s) specified to insure the proper water is supplied and that the irrigation system(s) meet the manufacturer's specifications. The Contractor shall program the irrigation system to operate in accordance with the County approved schedule. The Contractor shall submit an irrigation schedule to the County's Representative for approval prior to implementation based on plant requirements and environmental factors.

All irrigation systems shall be programmed for application between 4:00 a.m. and 7:30 a.m. and shall be monitored to ensure that the functions of the site are not disrupting or endangering traffic or pedestrian operation. Application shall be accomplished to ensure plants are watered sufficiently to allow for optimum growth conditions. The Contractor shall be responsible for irrigation zone timing and shall alter irrigation programs in response to weather conditions to ensure that proper water relationships are maintained. The Contractor shall verify proper irrigation coverage and water relationships during each cycle.

The Contractor shall inspect the irrigation system to ensure all components are functioning properly. The results of each inspection to include problem identification, remedial action recommendations and work schedule and quantity estimate shall be submitted to the County's Representative in writing, within twenty-four (24) hours from the completion of each inspection. Urgent repair

work shall be identified by the Contractor and verbally authorized by the County's Representative upon notification by the Contractor.

The Contractor shall be responsible for the prompt repair and replacement of all broken, damage or missing sprinkler heads and irrigation lines. The Contractor shall be responsible for repair to and/or replacement of all timers, valves, pumps, water meters, back-flow preventors, lines, heads, electric valve lines, parts jammed due to dirt or debris in the system and controllers. The Contractor shall be responsible for promptly repairing leaks due to failure of joints, lines and/or broken parts. Replaced parts and/or equipment shall upon request be delivered to the County's designated representative for inspection within two (2) working days after replacement.

D. QUALITY

If at any time the irrigation systems are not properly inspected, operated and/or repaired in accordance with the specifications, the services shall be performed again at no additional cost to the County.

SECTION V. SUPPLEMENTAL WATERING

A. INTENT

Provide infrequent but necessary watering of landscape areas within five (5) working days notice to maintain and promote the normal growth of plants during extended periods of below normal rainfall.

B. QUANTITY AND FREQUENCY

The County's Representative will determine the quantity, application rate and location for supplemental watering based upon the Contractor's recommendations, climatic data, site specific data and personal inspection. The total amount of water and application rate will vary. However, for bidding purposes, 50,000 gallons of water per cycle and four (4) cycles have been estimated for annual application. Compensation for all work and materials in this section will be at the price bid (per 1,000 gallons) for Supplemental Watering applied to designated areas at the approved application rate.

C. METHOD OF OPERATION

The Contractor shall provide and apply irrigation water to landscape areas designated by the County's Representative and at County approved application rates that provide for normal growth. The water shall be from a County approved source and free of elements toxic to plant and animal life. Water shall be uniformly applied in a manner that does not erode or otherwise damage the

landscape area, plants or surrounding area or endanger or interfere with pedestrian or vehicular traffic. All damage caused by the Contractor's operation will be repaired by the Contractor at no expense to the County. The use of watering trucks or truck and trailer/tanker combinations shall be in accordance with the "Motor Vehicle Laws of the State of Florida" and the "M.U.T.C.D". In addition, the watering vehicle will be accompanied by an automated programmable message arrow-board either prominently attached to the rear portion of the watering vehicle or immediately following the watering vehicle. The Contractor shall provide and utilize a County approved maintenance of traffic plan for supplemental watering operations.

D. QUALITY

If at any time the Contractor's work is deemed by the County's Representative to be unsatisfactory, the services will be re-performed at no expense to the County.

Scope Of Services for Roadway Small Machine Roughcut Mowing Locations

The following is a general description of services required at all locations:

- A. Edging - Shall mean the use of an edger only, sidewalks, curbs and spillways shall be edged once a month. Edging shall not be considered complete until all undesirable material has been removed from over the above mentioned areas. Failure to do so will result in non-payment for entire area.
- B. Herbicide - Is to be used for spot spraying of expansion joints of curb gutters, sidewalks and Curb Inlets. Herbicide along walls and fence lines will be permitted. Roundup - Pro will be the only herbicide allowed to be used, any other type of herbicide will require approval by the lead inspector. A licensed applicator must be on site during application The Rate of Herbicide that is applied is to comply with the manufacture's label.
- C. Weed eating - All areas that are inaccessible to mowing machinery, slopes, poles, fences, walls, guard rails, curb gutter inlets shall / will be weed eaten in conjunction with each mowing cycle. Encroachment of vegetation along the sidewalks is to be trimmed back to assure a clear walk zone.
- D. Pruning - All trees or bush's with overhanging limbs over the sidewalk areas within the mowing limits are to be trimmed to a minimum height of 9 feet this is to assure vertical clearance.
- E. Mowing - All areas within this contract shall be cut to a uniform height of no less than Four inches (4"). Vendor shall make every effort not to cause "scalping" while mowing any area.
- F. Litter Removal - Shall include bottles, glass, cans, paper scraps and branches. A record of litter removed from each site is to be turned in to the Inspector each cycle. (Example three full 30 gal. trash bags = one cubic yard).
- G. Cuttings and Trimmings - As a result of unsightly right-of-way due to pruning, grass or vegetation cuttings, it shall be the responsibility of the Contractor to remove or disperse as necessary to eliminate these conditions.
- H. Fertilizing - A complete fertilizer with a 16-4-8, fertilizer containing micro-nutrients with a minimum of fifty percent (50%) slow release nitrogen should be applied to all stressed areas and especially during grass establishment, and at the suggested rate on the manufacture's label. To verify the amount of fertilizer used at each site, the vendor shall submit, with the appropriate monthly invoice, the fertilizer purchase invoice showing, type, amount used. The vendor is to submit a schedule showing the day during Feb./March , May/June and September/Oct. that each site will be fertilized, prior to providing this service. Twice a year the fertilizing process is to encumber a weed and feed application. To ensure a healthier turf environment during the months of September and March.

TAX EXEMPTION NUMBERS

FLORIDA SALES: 69-11-033995-53C
FEDERAL SALES/USE: 59-74-0013K

Board of County Commissioners

Seminole County, Florida

PURCHASE ORDER

EXHIBIT "B"

P.O. NUMBER:

NOTE: ALL PACKING SLIPS, INVOICES & CORRESPONDENCE
MUST REFERENCE THIS PURCHASE ORDER NUMBER.

TYPE OF ORDER

ORDER DATE

REQ. NUMBER

BUYER

BID NUMBER

VENDOR NUMBER

DEPT/DIV COST CENTER

PROJECT NUMBER

FOR INQUIRIES REGARDING THIS ORDER, CONTACT:

FISCAL SERVICES DEPARTMENT - PURCHASING DIVISION
1101 E. 1st STREET - COUNTY SERVICES BLDG. - RM. #3208
SANFORD, FLORIDA 32771
PHONE: (407) 665-7116 / FAX: (407) 665-7956

SHIP

VENDOR

VENDOR PHONE #

TERMS

NO. OF CALENDAR DAYS FOR DELIVERY A.R.O.

WARRANTY

ITEM #

QUANTITY

UNIT

ITEM DESCRIPTION

UNIT PRICE

EXTENDED PRICE

REQUESTING
DEPT/DIVCONTACT
PERSON

TOTAL AMOUNT

\$

ALL SHIPMENTS ARE CONSIDERED TO BE PREPAID, F.O.B. DESTINATION, INSIDE DELIVERY, UNLESS OTHERWISE AGREED UPON PRIOR TO SHIPMENT AND SO INDICATED ABOVE.
C.O.D. SHIPMENTS CANNOT BE ACCEPTED. THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.

SUBMIT ALL INVOICES IN DUPLICATE TO:

CLERK - B.C.C. FINANCE DIVISION

POST OFFICE BOX 8080

SANFORD, FL 32772-0869

Accts. Payable Inquiries - Phone (407) 665-7681

VENDOR

PURCHASING DIVISION - AUTHORIZED SIGNATURE

for: SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

A.

REVISED BID RESPONSE FORM

Item No.	Description	Estimated Quantity Per Cycle	Estimated Cycles Per Year	Total Estimated Quantity per Year	Unit Bid Price	Estimated Total Bid Price
001	Maintenance of Landscape Areas	656,465 Square Feet	17	11,159,905	1011 Per Sq Ft.	122,758
002	Fertilizing Landscape Areas	656,465 Square Feet	3	1,969,395	1004 Per Sq Ft	7,877
003	Mulching Landscape Areas	1,000 Cubic Yards	1	1,000	27 Per Cu Yd	27,000
004	Replacement Plant Material		Lot		Submit "Plant List" and fill out total price in the Estimated Total Bid Price column	6,992.50
005	Irrigation System Maintenance	80 hours		80 hours	35 Per Hour	2,800
006	Supplemental Watering	540,000 Gallons	As Needed		8 Per 1,000 Gallons	4,320
TOTAL BID PRICE \$ 171,747.50						

Was visual inspection of Roadway Landscape Areas made prior to Bidding?

Yes ☒ No ☐

Have you submitted a photocopy of your valid Pesticide Applicator License (PAL)? Yes ☒ No ☐

B. Plant List - (Unit price includes furnishing, installation, removal of damaged material and a 12 month guarantee period.)

This sheet will be incorporated in the bid line item. It is hard to determine the approximate quantities that will be used each year, therefore the replacements are estimated.

Item #	Plant Description----- Trees	Unit	Unit Price Est. Per yr 0 to 300
1	East Palatka Holly 65 gal. 6-12' Ht. 4'-5' SPD, 3" Cal., 6' Clear Trunk, Standard	EACH	4380.00
2	Lagerstroemic indica Natchez 65 gal., 6-12' height, 7'-8' SPD, 3" Cal., 6' Clear Trunk, Standard	EACH	300.00
2a	Lagerstroemic indica Natchez 100 gal., 14-16' height, 6" Cal., 6' Clear Trunk, Standard	EACH	900.00
3	Lagerstroemic indica Tuscorora 65 gal. 10'-12' height, 7'-8' SPD. 3" Cal., 6' Clear Trunk, Standard	EACH	300.00
3a	Lagerstroemic indica Tuscorora 100 gal. 12'-14' height, 5" Cal., 6' Clear Trunk, Standard	EACH	900.00
4	Magnolia grandiflora 65 gal., 6-12' Ht, 7'-8' SPD, 3" Cal., 6' Clear Trunk, Standard ML-TR	EACH	550.00
5	Quercus laurifolia 65 gal. 12'-14' height, 7'-8' SPD. 4" Cal., 6' Clear Trunk.	EACH	430.00
6	Ligustrum lucidum 65 gal. 12'-14' height, 7'-8' SPD. 3" Cal., 6' Clear Trunk. ML-TR	EACH	450.00
7	Quercus shumardii 65 gal. 12'-14' height, 7'-8' SPD. 4" Cal., 6' Clear Trunk.	EACH	450.00
8	Quercus virginiana 65 gal. 12'-14' height, 7'-8' SPD. 3" Cal., 6' Clear Trunk.	EACH	450.00
9	Taxodium distichum 65 gal. 12'-14' height, 7'-8' SPD. 4" Cal., 6' Clear Trunk.	EACH	450.00
10	Ulmus parvifolia "Drake" 65 gal. 12'-14' height, 7'-8' SPD. 4" Cal., 6' Clear Trunk.	EACH	450.00
11	Ulmus alata 65 gal. 12'-14' height, 7'-8' SPD. 4" Cal., 6' Clear Trunk.	EACH	450.00

Item	Plant Description ----- Shrubs	Unit	Unit Price Est. Per yr 0 to 300	
12	Ilex cornuta "Rotunda" Rotunda Holly	3 gal. 18"x18", full /36" O.C.	EACH	15.00
13	Ilex vomitoria "Schellings Dwarf"	3 gal. 18"x18", full /36" O.C.	EACH	15.00
14	Iris Virginia Blue Flag Iris	1 gal. 12"- 18", full 24" O.C.	EACH	5.25
15	Muhlenbergia capillaris Hairgrass	3 gal. 12"- 18", full 24" O.C.	EACH	5.25
16	Raphiolepis indica Indian Hawthorn	3 gal. 18"x18", full /36" O.C.	EACH	15.00
17	Juniperus conferta "Blue Pacific" Blue Pacific Juniper	3 gal. 15"x18", full /36" O.C.	EACH	15.00
18	Lantana camara Lantana	1 gal. 12" SPD, full 36" O.C.	EACH	6.00
19	Loriope muscari "Evergreen Gaint" Lilly Turf	1 gal. 7-9 bulbs full 36" O.C.	EACH	6.00
20	Nerium Oleander Oleander	7 gal., 5' - 8' ht. Red Full 6' on center	EACH	45.00
21	Zamia Pumila coontie	3 gal. 15"x15", full 3' Center	EACH	30.00
Plant Description / Palms				
22	Sabal Palmetto Cabbage Palm	10' - 20' Trunk, Booted, Match Trunk Heights	EACH	187.50
23	Washingtonia robusta Washington Palm	10' - 20' Trunk, Booted, Match Trunk Heights	EACH	187.50
Total				\$ 6,992.50

Please fill in this amount on Item 005, Page 28

Please fill in this amount on Item 005, Page 28

Roadway Small Machine Mowing Locations

BID RESPONSE FORM

In accordance with the foregoing bid terms, conditions and specifications, the undersigned bidder hereby submits prices as requested in the following response form to supply Seminole County with Small Machine Mowing Services.

Special Note: The cost for each item is to be filled out for each item. This will give a per site visit and a overall total pricing. Failure to do so will result in rejection of bid, and bidder will be considered non-responsive.

Location	Acres	\$ Mow	\$ Edge	\$ W/Eat	\$ Litter	\$ Blow	\$ Fertilize	Per site visit Total \$
1 Sanford Av.	4.43	140	34	2	4	22	140	344
2 Airport Blvd.	2.02	75	9	2	3	4	85	180
3 CR-427 / East	0.89	42	13	2	2	18	40	137
4 Lake Mary Blvd. Ext.	1.15	76	7	3	2	4	37	129
5 Lake Mary Blvd. Phase 2	8.50	145	65	5	19	30	240	554
6 Longwood Lk. Mary Rd. 95	0.00	under construction		-	-	-	-	-
7 Longwood Hill Rd.	0.45	34	5	2	1	3	12	57
8 Myrtle Lk. Hills Rd.	0.42	33	4	1	1	3	14	56
9 E.E. Williamson Rd.	1.14	68	18	2	2	2	36	128
10 Markhamwoods @ E.E. Williams	0.06	32	2	6	1	2	3	46
11 CR-427 / West Side	2.29	99	32	5	3	24	65	228
12 Dog Track Rd.	2.33	109	18	7	4	26	68	232
13 Palm Springs Rd.	5.01	102	17	8	9	5	125	266
14 Seminola Blvd.	11.00	295	60	2	20	33	104	514
15 North St.	0.35	20	2	1	2	2	15	42
16 Virginia Av	0.72	28	3	1	2	2	25	61
17 Hillcrest	0.13	17	2	2	1	2	4	33
18 Sand Lake Rd.	0.95	78	9	3	2	12	24	128
19 Triangle Area	0.45	34	6	3	1	3	12	59
20 Wekiva Spr. Rd.	1.05	80	7	3	2	4	40	136
21 Oxford Rd.	0.40	35	5	3	1	2	12	58
Totals	43.74	1612	318	68	84	205	1101	3388
cycles	x18		x9	x18	x18	x18	x3	
Total		29016	2862	1224	1512	3690	3303	41607

Location	Acres	\$ Mow	\$ Edge	\$ W/Eat	\$ Litter	\$ Blow	\$ Fertilize	Per site visit
								Total \$
22 Redbug Lk. Rd. Phase # 1	1.90	44	13	3	6	13	65	144
23 Redbug Lk. Rd. Phase # 2	10.86	245	65	12	12	66	245	645
24 Redbug Lk. Rd. Phase # 3	17.00	324	75	16	13	77	430	935
25 Howell Branch Rd.	16.59	256	56	20	16	55	357	760
26 Citrus Rd.	0.32	22	2	2	2	2	12	42
27 McCollough Rd.	6.05	167	14	10	10	22	300	523
28 Wilsnre blvd.	1.20	34	7	2	5	9	45	102
29 Sultana Lot	0.50	19	3	2	2	2	23	51
30 Lockwood Rd. Median	0.25	20	2	2	2	2	13	41
31 Tuskawilla Rd. Phase 1	9.03	187	66	17	18	44	356	688
32 Airport Blvd. / by School	0.13	16	3	2	3	6	10	40
33 McNeil Rd.	9.03	196	54	17	19	31	145	462
34 Fernwood Blvd.	0.30	22	4	2	4	3	12	49
35 Tuskawilla Rd. Phase 2	5.18	143	34	9	13	22	146	367
36 17-92 / DOT Project(SR436 S. to Co. Line	10.27	256	65	12	15	33	325	706
37 Rhinehart Rd. (46A to SR 46)	20.50	675	87	22	24	50	356	1214
38 46A (17/92 west to Old Lk. Mary Rd.)	1.00	34	8	2	6	9	22	81
39 46A (Inter. Nat. Dr. to Orange Blvd.)	1.48	64	12	3	4	4	28	115
40 46 A (detour to Rhinehart)	0.50	24	2	2	1	2	10	41
41 International Dr. (SR 46 to 46A)	15.00	250	65	17	18	32	324	706
42 W. Lake Brantley	0.68	32	9	2	6	12	30	91
Totals	127.77	3030	648	176	199	496	3254	7803
cycles	x18	x9	x18	x18	x18	x18	x3	
Totals		54540	5832	3168	3852	8928	9762	85812

Acres per cycle 171.51

Total Pg. 1
Total Pg. 2
Grand Total

\$ 127,419